

Self-Storage Space Rental Agreement in accordance with Act 177 of the PUBLIC ACTS OF 2009

**NOTICE:** If you fail to make your required payments, you will have to vacate the unit or your property may later be sold at a public sale. Before the sale, you will be notified by first-class mail or by electronic mail of the amount due. The notice will be mailed to your last known address. In order to preserve your right to be notified, it is important that you notify us in writing of any change in your mailing address. Also, you should supply us with the name and address of another person who can reach you if you are not at your mailing address, and we will notify that person at the same time and in the same manner as we notify you.

**INSURANCE OBLIGATIONS OF TENANT: THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE TENANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE TENANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE.** The Tenant, at the Tenant's expense, shall secure his own insurance to protect himself and his property against all perils of whatever nature for the actual cash value of the stored property. Insurance on the Tenant's property is a material condition of this Agreement. Tenant shall make no claim whatsoever against the Owner's insurance in the event of any loss. The Tenant agrees not to subrogate against the Owner in the event of loss or damage of any kind or from any cause.

Owner hereby agrees to lease, and Tenant hereby agrees to rent, the Storage Space stated above, and located at Abe's Storage Locations ("the Premises"), upon all of the terms and conditions set forth in this Agreement. Tenant further agrees to comply with the Rules and Regulations issued from time to time by the Owner concerning use of the Storage Space and conduct on the Premises. Tenant acknowledges that Owner has a statutory lien upon all personal property, whether or not owned by the Tenant, located in the Storage Space or on the Premises ("Lien").

## **ADDITIONAL TERMS AND CONDITIONS**

### **1. Term**

The term of this Agreement shall commence on the date the Agreement is executed and shall continue until 11:59PM on the last day of that month ("the Initial Term"). Should Tenant hold over and retain the Storage Space beyond the Initial Term, Owner may elect to continue this Agreement on a month-to-month basis, or may terminate this Agreement or exercise any other available remedies available to Owner hereunder or under applicable law.

### **2. Rent:**

Tenant shall pay Owner the monthly Rent stated above. The initial Rent payment shall be paid on the date of execution of this Agreement. Subsequent payments are **due on the first day of each calendar month**. No monthly statements or reminders will be sent by Owner. **Tenant understands that Rent is not pro-rated at the time of move-out and a partial month's unused Rent is not refundable. Tenant understands that Rent must be paid in full each month and that Owner does not accept partial payments.** Rent payments made after the Owner's normal and/or posted office business hours will be credited to the Tenant's account on the next business day. After the expiration of the Initial Term of this Agreement, the Owner may change the Rent or any other charge or fee by giving Tenant thirty (30) days advanced written notice at the address listed in this Agreement.

### **3. Charges and Fees:**

Tenant agrees to pay Owner the Late Fee of twenty dollars (\$20.00) if Rent is received on or before 3:59PM on the fifth (5<sup>th</sup>) day of the month rent is due. Tenant agrees to pay Owner the Returned

Check Charge of twenty-five dollars (\$25.00), plus all bank charges for any dishonored or returned check. Late Fees will be applied to the Tenant's account each month Tenant's account is delinquent and shall be cumulative. Tenant shall also pay Owner the Inventory/Sale Preparation Charge of fifty dollars (\$50.00) and a Lock Cutting Fee of twenty-five (\$25.00) to cover the costs incurred in exercising Owner's Lien rights as provided by law. These fees and charges are considered additional Rent due under this Agreement. Payments made by Tenant will always be applied first to the oldest charges on the Tenant's account. Tenant further agrees to pay all fees as authorized by law. Upon move in Tenant agrees to pay owner a non-refundable one-time fee of twenty dollars (\$20.00) for setup of the customer account. For any phoned in credit/debit/electronic check payments requests after the initial move in, Tenant agrees to pay Owner \$5.00 per transaction as other automatic and self-service payment methods are available to the Tenant. Monthly statements are not provided. As an optional service only, monthly statements can be provided to the Tenant by the Owner via U.S. Mail for a fee of \$1.50 each month which will be applied to the Tenant's monthly rent. Tenant must request this service from the Owner in writing.

#### 4. Tenant Access:

Tenant shall have access to the Space during the normal hours of operation of the Property as posted in the rental office at the Property or as otherwise designated by Owner. Owner may (but shall be under no obligation to) provide automatic access doors, elevators or electronic entry devices. Notwithstanding installation of such devices, Owner shall in no event be liable for any damages or injury caused by Tenant's inability to gain access to, or exit from the premises, whether because of mechanical or other electrical failure of the elevators, automatic access doors or electronic entry devices, or for any other reason. **If rent is not paid within five (5) days of the monthly due date, Owner may without notice, deny Tenant access to the Personal Property located in the self-storage facility to the extent permitted by law. Access to the storage space can only be restored during regular business hours.** However, Owner reserves the right to restrict vehicle access to facility if rent is not paid. Access will be denied to any party other than Tenant who does not have the gate code and a key to the lock on the Space or has not supplied Owner with written authorization from Tenant to enter the Space. Tenant's access to the Space, Property or Personal Property may also be conditioned in any manner deemed reasonably necessary by Owner to maintain order at the Property. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of Tenant's identity and inspecting vehicles that enter the Property. Additionally, if Tenant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner to deny access to Tenant to all rented Spaces.

#### 5. Termination:

This Agreement shall continue from month to month unless the Tenant or Owner delivers to the other party a written notice of its intention to terminate the Agreement at least ten (10) days prior to the end of the then current rental period. Owner may immediately terminate Tenant's Agreement if Tenant is in breach of the Agreement. Upon termination of this Agreement, the Tenant shall remove all personal property from the Space (unless such property is subject to the Owner's lien rights as referenced herein), and shall deliver possession of the Space to the Owner on the day of termination. Tenant agrees that unit shall be left in a broom-swept condition, lock removed from door and door in closed position. If the Tenant fails to fully remove its property from the Space within the time required, the Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Tenant's Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. Owner may dispose of any property left on the premises by Tenant after Tenant has terminated his or her tenancy. All items, including boxes and trash left in the Space or on the Property after vacating will be deemed to be of no value to the Tenant and will be discarded by the Owner at the expense of the Tenant. Tenant agrees to pay all costs incurred by the Owner for said cleanout and/or repair, or Owner may use a collection agency to collect unpaid invoices if Tenant has moved out. When vacating, remove all

items including shelving, boxes and trash from the self-storage space. It is Tenant's responsibility to remove all items from the premises. Use of the site dumpsters is prohibited.

#### **6. Care of the Premises:**

Tenant, Tenant's agents, employees, invitees and/or guests, shall maintain the Storage Space in good condition, reasonable wear and tear excepted, and Tenant shall not perform any practices which may injure the Storage Space facility or the Premises or be a nuisance or a menace to other tenants and shall keep the Premises surrounding the Storage Space, including the adjoining corridors and/or driveways, clean and free from rubbish, dirt, and other debris at all times. Rubbish shall be removed by Tenant at Tenant's expense. Owner is not responsible for removal of property of any nature. Use of Owner's dumpster is strictly prohibited without prior permission from the Owner. Failure to obtain permission may result in a fee charged to Tenant's account. Tenant is responsible for the cost to repair any and all damage to the Storage Space, security gate, and any other part of the Premises caused by Tenant, Tenant's agents, employees, invitees and/or guests.

#### **7. Owner's Right to Access:**

Tenant grants Owner or Owner's agents access to the Storage Space upon two (2) days advanced written notice to Tenant. In the event of an emergency or nuisance, Owner shall have the right to enter the Storage Space without notice to Tenant, and take such action as may be necessary or appropriate to preserve the Storage Space and surrounding Premises, to comply with applicable law or to enforce Owner's rights.

#### **8. Use of Storage Space:**

Owner is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. Tenant agrees that Owner does not exercise care, custody, or control over Tenant's property located in the Storage Space. Unless otherwise approved in writing by the Owner, Tenant agrees to use the Storage Space only for the storage of property wholly owned by Tenant. In no case may Tenant reside in the Storage Space, or store any flammables, stolen property, perishables, hazardous or toxic materials, explosives, ammunition, anything alive or dead, food of any type, collectibles, heirlooms, jewelry, works of art, property having special or sentimental value to Tenant, stolen property, guns or any illegal items. Tenant hereby waives any claim for emotional or sentimental attachment to any property in the Storage Space. Owner may enter the Storage Space at any time to remove and dispose of any prohibited items at Tenant's expense. Tenant shall use electrical outlets for lighting purposes only and shall not engage in any activity that interferes with the use of the Premises by other Tenants or the Owner. Tenant understands that the Storage Space is not heated or cooled, unless Tenant is renting a Storage Space specifically designated as such by Owner. The use of any heating or cooling device in the Storage Space is prohibited without the express written consent of the Owner.

#### **9. Hazardous or Toxic Materials Prohibited:**

Tenant is strictly prohibited from storing or using within the Storage Space or on the Premises any materials classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Tenant's obligations of indemnity under this Agreement specifically include any costs, expenses, fines or penalties imposed against the Owner arising out of the storage, use or creation of any hazardous material by Tenant, Tenant's agents, employees, invitees and/or guests. Owner may enter the Storage Space at any time to remove and dispose of any prohibited items at Tenant's expense.

#### **10. Locks:**

Tenant agrees to use, and Tenant shall provide at its expense, a lock for the Storage Space of the type specified by Owner. Tenant agrees to keep the Storage Space locked when Tenant is not present at the Premises. If Owner does not specify a type of lock, Tenant shall provide, at Tenant's

sole expense, a lock for the space which Tenant deems sufficient to secure the Storage Space. Owner may, but is not required to, lock Tenant's Storage Space if it is found to be unlocked. Tenant may use only one (1) lock per Storage Space door and Owner may remove any additional locks placed on the Storage Space by Tenant. Locks placed by Owner on a Storage Space for any reason will only be removed during the Owner's normal office business hours.

**13. Insurance:**

Tenant, at Tenant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Tenant's property is a material condition of this Agreement and is for the benefit of both Tenant and Owner. **Failure to carry the required insurance is a breach of this Agreement and Tenant assumes all risk of loss to stored property that would be covered by such insurance.** Tenant may obtain insurance from the insurance company of Tenant's choice. Tenant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Tenant against Owner, Owner's agents and/or employees for loss of or damage to stored property.

**14. Release of Owner's Liability for Property Damage:**

**No bailment is created by this Agreement. Owner is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody and control of any and all Personal Property stored in the Space shall remain vested in Tenant, and all Personal Property stored within at the Space or at the Property by Tenant or by anyone shall be stored at Tenant's sole risk.** All personal property stored within or upon the Storage Space by Tenant shall be at Tenant's sole risk. Owner, Owner's agents and employees shall not be liable to Tenant, and are hereby released from liability, for any loss or damage to Tenant's personal property stored in the Storage Space or on the Premises arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, mold, mildew, rodents, insects, Acts of God, or the acts, omissions or negligence of the Owner, Owner's agents, or employees.

**15. Release of Owner's Liability for Bodily Injury:**

Owner, Owner's agents and employees shall not be liable to Tenant, Tenant's agents, employees, invitees and/or guests, and are hereby released from liability, for any injury or death to Tenant, Tenant's agents, employees, invitees and/or guests as a result of Tenant's use of Storage Space or the Premises, even if such injury is caused by the acts, omissions or negligence of the Owner, Owner's agents or employees.

**16. Limitation of Value:**

**Tenant shall not store any Personal Property in the Space with a total value in excess of \$5,000.00 without the prior written consent of Owner, which consent may be withheld, by Owner in its sole discretion. If such written consent has not been obtained, the value of the Personal Property shall be deemed not to exceed \$5,000.00.** Nothing herein shall constitute any agreement or admission by Owner that Tenant's Property has any value, nor shall anything in this section be deemed to create any liability on the part of the Owner to Tenant for any loss or damage to Tenant's property, regardless of cause.

**17. Owner's Lien:**

**OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE FOR RENT, LABOR OR OTHER CHARGES, PRESENT AND FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND THE EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THE "MICHIGAN SELF SERVICE STORAGE FACILITY ACT" SET FORTH IN SECTIONS**

570.521 ET. SEQ. OF THE MICHIGAN STATUTES. THE PERSONAL PROPERTY STORED WITHIN THE SPACE MAY BE SOLD TO SATISFY THE OWNER'S LIEN. IF THE TENANT DOES NOT PAY THE AMOUNT NECESSARY TO SATISFY THE LIEN AND THE REASONABLE EXPENSES INCURRED BY THE OWNER, WITHIN FOURTEEN (14) DAYS AFTER THE DELIVERY OF NOTICE THEREOF TENANT'S PROPERTY IN THE STORAGE SPACE OR ON THE PREMISES WILL BE ADVERTISED FOR SALE AND WILL BE SOLD AT A SPECIFIED TIME AND PLACE AS ALLOWED BY LAW. PRIOR TO ADVERTISING THE TENANT'S PROPERTY FOR PUBLIC SALE, THE TENANT'S LOCK WILL BE PHYSICALLY REMOVED, AN INVENTORY WILL BE TAKEN OF THE STORAGE SPACE CONTENTS AND THE STORAGE SPACE WILL BE SEALED WITH AN OWNER'S LOCK. IF THE TENANT PAYS THE LIEN BALANCE PRIOR TO AUCTION, THE LANDLORD WILL REMOVE THE LOCK FROM THE TENANT'S UNIT AT THE NEXT OPPORTUNITY DURING NORMAL BUSINESS HOURS. IT IS THE TENANT'S RESPONSIBILITY TO QUICKLY RESECURE THE UNIT WITH A LOCK. THE OWNER IS NOT RESPONSIBLE FOR THE TENANT'S GOODS. IF THE PROPERTY IN THE STORAGE SPACE IS A VEHICLE OR BOAT, THE OWNER HAS THE RIGHT TO HAVE THE VEHICLE OR BOAT TOWED FROM THE STORAGE SPACE WHEN RENT AND OTHER CHARGES HAVE NOT BEEN PAID FOR 60 DAYS. AN OWNER IS NOT LIABLE FOR ANY DAMAGES OR CLAIMS RELATED TO THE RELEASE, USE, OR MISUSE OF CONFIDENTIAL, PROPRIETARY, OR PERSONAL IDENTIFICATION INFORMATION CONTAINED IN ANY DOCUMENTS OR OTHER MEDIA STORED BY A TENANT IN THE FACILITY OR UNIT AFTER THE SALE OR OTHER DISPOSITION OF THE DOCUMENTS OR MEDIA. IF AN OWNER REASONABLY BELIEVES THAT A STORAGE SPACE CONTAINS ANY DOCUMENTS OR OTHER MEDIA CONTAINING CONFIDENTIAL, PROPRIETARY, OR PERSONAL IDENTIFICATION INFORMATION, THE OWNER IS AUTHORIZED TO DESTROY ANY OR ALL OF THE DOCUMENTS OR MEDIA IN LIEU OF A SALE UNDER THIS SECTION. AN OWNER WHO DESTROYS DOCUMENTS OR MEDIA UNDER THIS SUBSECTION IS NOT LIABLE TO ANY PERSON FOR THE DESTRUCTION. IF AN OWNER HAS ACTUAL KNOWLEDGE OF, AND THE STORAGE SPACE CONTAINS, ANY PROPERTY THAT THE OWNER MAY NOT LAWFULLY SELL, THE OWNER IS AUTHORIZED TO PROPERLY DISPOSE OF THE PROPERTY IN ANY MANNER ALLOWED BY APPLICABLE LAW IN LIEU OF A SALE UNDER THIS SECTION. AN OWNER WHO DISPOSES OF PROPERTY UNDER THIS SUBSECTION IS NOT LIABLE TO ANY PERSON FOR THE DISPOSAL. Owner reserves the right to utilize on-line auction services to manage the sale of Tenant's property as a result of Tenant's default and the foreclosure of Owner's lien. Tenant consents to the use of on-line auction services including but not limited to bid13.com, craigslist.org and abesstoragemi.com.

**18. Indemnification:**

Tenant agrees to indemnify, hold harmless and defend Owner and Owner's agents and employees from all claims, demands, actions or causes of action (including actual attorney's fees and costs) that are hereinafter asserted against the Owner or Owner's agents or employees and arising out of Tenant's use of the Storage Space and/or the Premises, including claims for Owner's negligence, except that Tenant shall not be liable for claims arising out of Owner's sole negligence.

**19. Property Left on Premises:**

Owner may dispose of any property left in the Storage Space or on the Premises by Tenant after this Agreement expires or is terminated. Tenant shall be responsible for all costs incurred by Owner in disposing of such property.

**20. Relocation:**

Owner reserves the right to relocate Tenant, without expense to Tenant, to any other Storage Space on the Premises which is of a comparable size.

21. **Sublease:**

Tenant shall not assign this Agreement or sublet the Storage Space without the express written approval of the Owner.

22. **Severability:**

If any provision of this Agreement shall be held to be invalid, this Agreement shall be considered to be amended to exclude any such invalid provision and the balance of the Agreement shall be read independently of the invalid provision and shall remain in full force and effect.

23. **Governing Law:**

This Agreement shall be subject to and governed by the laws of the State of Michigan.

24. **Waiver:**

The failure of the Owner to enforce any covenant or other provision of this Agreement shall not constitute a waiver of the Owner's right to do so thereafter, nor shall it give rise to any cause of action or defense on the part of the Tenant.

25. **Survival of Covenants:**

The payment, indemnity and release of liability provisions hereof shall survive the expiration or termination of this Agreement.

26. **Changes:**

The terms of this Agreement such as monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days prior written notice to Tenant. If changed, the Tenant may terminate this Agreement on the effective date of the change by giving Owner ten (10) days prior written notice to terminate after receiving notice of the change. If the Tenant does not give such notice, the change shall become effective and apply to his occupancy.

27. **Rules and Regulations:**

Owner shall have the right to establish or change the hours of operation for the facility and to issue Rules and Regulations for proper conduct and good order on the Premises. Tenant agrees to comply with all such Rules and Regulations as now in effect, or as may amended from time to time by Owner.

28. **Alterations, Signs and Damage:**

Tenant shall not make any alterations, additions or improvement to or perforations in the Space or the Property or install any signs thereon without the written consent of Owner, which consent may be withheld by Owner in its sole discretion. Tenant shall not commit or permit any damage or waste to the Space or the Property. Tenant assumes responsibility for having examined the Space and hereby accepts it as being in good order and condition. Should Tenant damage or destroy the Space, or make alterations or improvements without prior consent of Owner, then all costs necessary to restore the Space to its prior condition shall be borne by Tenant. The Owner shall have the right, upon nonpayment, to add the amount of said invoice to the Tenant's account as rent. Tenant agrees and understands that its failure to pay said invoice may result in a default under the Tenant's Agreement resulting in the possible foreclosure and sale of the Tenant's personal property or Owner may use a collection agency to collect unpaid invoices if Tenant has moved out.

29. **Limited Warranty:**

This Agreement contains the entire agreement of the parties and no representation or agreements, oral, or otherwise, between the parties not embodied herein shall be of any force or effect (except for written addendums agreed to between the parties). The agents and employees of the Owner are not authorized or permitted to make any warranties about the Space, the Property, or any facilities

referred to in this Agreement. The Owner's agents and employees ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Tenant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. No promises or representations of safety or security have been made to Tenant by Owner or Owner's agents. There shall be no liability to Owner, Owner's employees or agents in the event alarm, video system or sprinkler system, or any components thereof, shall fail or malfunction. **Any video recording devices are not monitored.** The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the Space, premises, and facility referred to herein. It is further understood and agreed that Tenant has been given an opportunity to inspect, and has inspected this Space, premises, and facility, and that Tenant accepts such Space, premises, and facility AS IS and WITH ALL FAULTS.

**30. Tenant's Liability:**

In the event of a foreclosure of the Tenant's interest in the Space, it is understood and agreed that the liability of the Tenant for the rents, charges, costs and expenses provided for in this Agreement shall not be relinquished, diminished, or extinguished prior to payment in full. It is further agreed that the Tenant shall be personally liable for all rents, charges, costs and expenses including those incurred in the sale and/or disposition of the Tenant's property as provided for above. The Owner may use a collection agency thereafter to secure any remaining balance owed by the Tenant after the application of sale proceeds if any. If any property remains unsold after foreclosure and sale, the Owner may dispose of said property in any manner considered appropriate by the Owner.

**31. Financial Information:**

Owner does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Tenant waives and releases any and all claims or action against Owner for damages arising from the use of said information by others.

**32. Military Service:**

If you or your Spouse is on active military duty status you must provide written notice to the Owner. The Owner will rely on this information to determine the applicability of the Servicemembers Civil Relief Act. If you are a Service Member, and you are transferred or deployed overseas on active duty for a period of 180 days or more, you may notify the Owner of the transfer or deployment. The Tenant shall provide written evidence of the transfer or deployment with the notice. Upon notice, Tenant is entitled to protections under governing law staying the enforcement of the Owner's lien.

**33. Release of Information:**

Tenant hereby authorizes Owner to release any information regarding Tenant and Tenant's occupancy as may be required by law or requested by governmental authorities, law enforcement agencies or courts.

**34. Permission to Communicate:**

Tenant recognizes Owner and Tenant are entering into a business relationship as Owner and Tenant. As such, Tenant hereby consents to Owner phoning, faxing, e-mailing, texting (including automated calls and texts) and using social media to communicate with Tenant for marketing, collections and other business-related communications. NOTICE MAY BE PROVIDED TO TENANT VIA EMAIL IF TENANT ELECTS TO PROVIDE AN EMAIL ADDRESS.

**35. Waiver:**

No waiver or changes by Owner or its agents or employees of any breach or default by Tenant of any term of this Agreement shall constitute a waiver of any subsequent breach or default.

**36. Notices from Owner:**

All notices required by this Agreement shall be sent by first class mail postage prepaid to Tenant's last known address or to the electronic mail address provided by the Tenant in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. **If Tenant has provided the Owner with an electronic address, the Owner may communicate with Tenant and provide Tenant with any written notices authorized or required under this Agreement or by applicable law via electronic mail.**

**37. Notices from Tenant:**

Tenant represents and warrants that the information Tenant has supplied in the Agreement addendum is true, accurate and correct and Tenant understands that Owner is relying on Tenant's representations. Tenant agrees to give prompt written notice to Owner of any change in Tenant's address or contact information, any change in the liens and secured interest on Tenant's property in the Space and any removal or addition of property to or out of the Space. Tenant understands he must personally deliver such notice to Owner, mail the notice by certified mail, return receipt requested, with postage prepaid to Owner at the address shown on the Agreement addendum or send the notice via e-mail. Owner does not recognize or acknowledge address changes which are not delivered to Owner in writing and signed by Tenant.

**38. Storage of Motor Vehicles:**

Tenant shall not park any vehicle at the Property (or permit any other party to park any vehicle at the Property) except in areas designated by Owner and then only during such periods necessary for the performance of and while Tenant is exercising its rights, duties and obligations hereunder. In the event that any motor vehicle remains stored in the self-storage space after termination of the Agreement or upon Tenant's default for 60 days, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Tenant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Tenant's expense after termination of the Agreement or upon Tenant's default. Owner shall incur no liability to Tenant for causing the vehicle to be removed pursuant to this paragraph.

**39. Jury Trial Waiver:**

To the extent permitted by law, Owner and Tenant each waives its right to trial by jury in any proceeding, at law or in equity, arising out of or in any way related to this Agreement, Tenant's use of the Space or any other claim, including, but not limited to, claims for bodily injury, loss or damage to Property or Personal Property or the enforceability of any law, statute or regulation.

**40. Attorneys' Fees:**

In the event Owner obtains services of an attorney to recover any sums due under this Agreement, for an unlawful detainer, for the breach of any covenant or conditions of this Agreement, or in defense of any demand, claim, or action brought by Tenant, Tenant agrees to pay to Owner the reasonable costs, expenses, and attorney's fees incurred in such actions.

**41. Arbitration:**

In the event of any dispute between the parties exceeding the jurisdictional limit of small claims court, the parties agree that all claims shall be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorneys' fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by



the Owner and Tenant. The decision of the arbitrator shall be final and binding. Arbitration shall be commenced by making written demand on the other party by certified mail within the appropriate prescriptive periods (statute of limitations) set by law. The demanding Party must provide the other Party a demand for arbitration that includes a statement of the basis for the dispute, the names and addresses of the Parties involved, and the amount of monetary damages involved and/or any other remedy sought. The parties shall select the arbitration company from a list of approved arbitration companies located within 15 miles of the Facility. The arbitration will be conducted under the arbitration company's rules in effect at the time of arbitration. **THE PARTIES AGREE THAT BY ENTERING INTO THIS AGREEMENT, THEY ARE EXPRESSLY WAIVING THEIR RIGHT TO A JURY TRIAL AND THEIR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR MULTI-PLAINTIFF ACTION IN COURT OR THROUGH ARBITRATION AND AGREE THAT THIS WAIVER IS AN ESSENTIAL TERM OF THIS ARBITRATION CLAUSE. For Claims that do not exceed the jurisdictional limit of small claims court, Owner and Tenant agree to bring Claims in small claims court instead of arbitration. The rules of the small claims court shall apply.**

**42. Electronic Signature:**

Tenant agrees that any reference in this Agreement to a writing or written form may be fulfilled through an electronic record, including an electronic signature, which shall have the same legal force, effect and enforceability as if it was made in a non-electronic form. If not signed with an original signature below and electronic signature is used, Tenant understands and agrees that Tenant is consenting to be legally bound by the terms and conditions of this Agreement as if Tenant signed this agreement in writing. Tenant agrees that no certification authority or other third-party verification is necessary to validate their e-signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the e-signature or any resulting agreement between Tenant and Owner. Additionally, Tenant certifies that he/she is age 18 or above.

**43. Entire Agreement:**

This Agreement contains all of the understandings and agreements between the Owner and Tenant with respect to the lease or rental of the Storage Space and supersedes and replaces any prior oral or written agreements with respect thereto. Except as otherwise provided herein, the terms of this Agreement may be modified, amended or supplemented only in a writing which has been signed by both Owner and Tenant. By continuing to use and rent the storage space on the premises, after thirty (30) days following the date of this agreement the Tenant shall be deemed to have affirmatively agreed to the terms hereof in the same manner as if the Tenant had signed this agreement.

**Lienholders:**

Tenant states that there are no lienholders or parties with security interests over the property stored except for those listed (name/address/phone):

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**NOTICE: Do not sign this Agreement until you have read it and fully understand it. This Agreement releases the Owner from liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.**

By signing this Agreement, you hereby authorize Owner to also provide such notice to your Alternate Contact Person.